

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:	:	Chapter 11
DELPHI CORPORATION, <i>et al.</i> ,	:	Case No. 05-44481
Debtors.	:	
	:	
	:	

***ERRATA COVER PAGE
FOR CORRECTED CAPTION
OF
LIMITED OBJECTION RELATING TO ASSUMPTION AND
ASSIGNMENT OF EXECUTORY CONTRACTS***

In furtherance of the attached Limited Objection of Cisco Systems, Inc., for itself and each and all of its subsidiaries and affiliated companies, specifically including, but not by way of limitation, Cisco Systems Capital Corporation., this *errata* corrects the caption as previously served on July 17, 2009.

Dated: New York, New York
July 19, 2009

Respectfully submitted,

WHITE AND WILLIAMS, LLP

By: /s/ Karel S. Karpe
Karel S. Karpe
One Penn Plaza, Suite 4110
New York, NY 10119

And

BIALSON, BERGEN & SCHWAB
Lawrence M. Schwab (*admitted in California*)
2600 El Camino Real, Suite 300
Palo Alto, California 94306

*Attorneys for Cisco Systems, Inc.,
Cisco Systems Capital Corporation, et al*

WHITE AND WILLIAMS, LLP
One Penn Plaza, Suite 4110
New York, NY 10119
Telephone: (212) 631-4421
Karel S. Karpe, Esq.

Objection Deadline: July 20, 2009

And

BIALSON, BERGEN & SCHWAB
2600 El Camino Real, Suite 300
Palo Alto, California 94306
Telephone: (650) 857-9500
Lawrence M. Schwab, Esq. (Calif. Bar No. 085600)
Thomas M. Gaa, Esq., (Calif. Bar No. 130720)
Patrick M. Costello, Esq., (Calif. Bar No. 117205)

*Attorneys for Cisco Systems, Inc.,
Cisco Systems Capital Corporation, et al*

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:	:	Chapter 11
Delphi Automotive Systems LLC	:	Case No. 05-44640
Debtors.	:	
	:	
	:	

**LIMITED OBJECTION RELATING TO ASSUMPTION AND
ASSIGNMENT OF EXECUTORY CONTRACTS**

Cisco Systems, Inc., for itself and each and all of its subsidiaries and affiliated companies, specifically including, but not by way of limitation, Cisco Systems Capital Corporation (collectively, “Cisco”) hereby objects to the assumption and assignment of any executory contract or lease to which Cisco is a counterparty on the following grounds:

1. Cisco is a party to one or more contracts and/or leases with multiple Delphi entities. Certain contractual arrangements are with one of the Delphi Debtors, while others are with certain non-debtor Delphi affiliates.
2. The docket in these administrative consolidated cases reflect that the Debtors have served

Cure Notices notifying various counter-parties that their contracts or leases are to be assumed and assigned and the cure amount is \$0.00.

3. Cisco has not received any Cure Notice and is unable to determine whether the Debtors have purported to serve Cisco with a Cure Notice specifying a \$0.00 cure amount. Similarly, Cisco is unable to determine whether the Debtors have purported to serve Cisco with a Cure Notice indicating that the Debtors propose to assume and assign a contract or lease between Cisco and a Delphi non-debtor affiliate.

4. The extremely shortened notice period with respect to assumption, assignment and cure amounts in the present instance preclude Cisco from determining with any certitude whether (i) the Debtors intend to assume and assign any contract or lease to which Cisco is a party and (ii) the proper cure amount for any such cure amount. Accordingly, Cisco makes this prophylactic objection to any assumption and assignment of a contract or lease to which Cisco is a counterparty.

5. Cisco objects to the assumption and assignment of any contract or lease between Cisco and a Delphi non-debtor affiliate on grounds that the Debtors have no right to assign such a contract or lease and the Bankruptcy Court lacks subject matter jurisdiction to approve or authorize such an assumption or assignment. Cisco does not object to the assumption and assignment of a contract or lease with a Delphi Debtor, but does object to the extent that the Debtors propose a Cure Amount less than the full amount necessary to cure all monetary defaults thereunder and requests that the Bankruptcy Court expressly preserve Cisco's right to assert the full amount necessary to cure all monetary defaults and condition the assumption and assignment on the payment thereof.

6. This Objection is based upon fundamental notions of due process and the lack of any adequate notice to Cisco of the intent to assume any contract or lease to which Cisco is a counterparty and Cisco respectfully requests that the requirement of service and filing of a separate memorandum of law under Rule 9013-1(b) of the Local Rules for the United States Bankruptcy Court for the Southern District of New York be deemed satisfied.

7. Wherefore, Cisco respectfully requests that the Bankruptcy Court (i) decline to approve

the assumption and assignment of any contract or lease between Cisco and any Delphi non-debtor affiliate; (ii) establish procedures which preserve Cisco's right to establish and be paid the full amount of all monetary defaults; and (iii) grant such other and further appropriate relief.

Dated: New York, New York
July __, 2009

Respectfully submitted,

WHITE AND WILLIAMS, LLP

By: /s/ Karel S. Karpe
Karel S. Karpe
One Penn Plaza, Suite 4110
New York, NY 10119

And

BIALSON, BERGEN & SCHWAB
Lawrence M. Schwab (*admitted in California*)
2600 El Camino Real, Suite 300
Palo Alto, California 94306

*Attorneys for Cisco Systems, Inc.,
Cisco Systems Capital Corporation, et al*